TAS
information intelligence

01 August 2012

Vivek Pendur,
#3605, Ground Floor,
13th G Main, 5th Cross,
HAL 2nd Stage, Indiranagar,
Bangalore-560038
Mob:+91 97036 86651

Dear Vivek Pendur,

Textual Analytics Solutions Private Limited (the "Company") is pleased to offer you employment on the following terms:

1. **Position:** You will serve in a full-time capacity as **Management Trainee** Initially, you will report to **Pankaj Ganeriwal, Director.** By signing this letter agreement, you represent and warrant to the Company that you are under no contractual commitments inconsistent with your obligations to the Company.

2. **Total Cost to Company (TCTC):** Your TCTC will be **Rs. 1,80,600/- per annum** payable in monthly installments in accordance with the Company's standard payroll practices for salaried employees. The TCTC will include the cost of such allowances, benefits and perquisites, as determined by the Company in consultation with you. The TCTC will be subject to adjustment pursuant to the Company's employee remuneration policies in effect from time to time. `

3. **Proprietary Information and Inventions Agreement:** Like all Company employees, you will be required, as a condition to your employment with the Company, to sign the Company's standard **NON-DISCLOSURE UNDERTAKING.**

4. **Probationary Period:** You will be on a probation period of Six months and may be confirmed as a permanent employee upon successful completion of your probation. The period of probation can be extended for a further period of three months.

5. **Outside Activities:** While you render services to the Company, you will not engage in any other gainful employment, business or activity without the written consent of the Company. While you render services to the Company, you also will not assist any person or organization in competing with the Company, in preparing to compete with the Company or in hiring any employees of the Company.

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6. **Withholding Taxes:** All forms of compensation referred to in this letter are subject to reduction to reflect applicable withholding and payroll taxes.

7. **Termination:** The employment may be terminated by either party by giving the other party, one month's notice in writing, provided that:
   i. the Company may terminate the contract with immediate effect by paying you one month's Total Cost to Company, in lieu of notice;
   ii. you may terminate the contract with immediate effect by paying the Company or forfeiting one month's Total Cost to Company, in lieu of notice.

8. **Upon Exit:** Upon Exit of your employment with the Company, you will immediately return to the Company all accessories, formulae, source code, documents, specifications, books, data, literature, drawings, records etc., of whatsoever nature in your custody, care or charge provided by the Company and shall obtain clearance certificate from the relevant person, on production of which alone, your account will be settled by the Company.

9. **Confidentiality:** You will, neither during your employment (except in the proper performance of duties) nor at any time after termination thereof, directly or indirectly disclose to any person or entity whatsoever, any trade secrets or confidential information relating to or belonging to the Company or any information which you have been advised is confidential or any information which has been given to the Company in confidence.

10. **Entire Agreement:** This letter hereto contains all of the terms of your employment with the Company and supersedes any prior understandings or agreements, whether oral or written, between you and the Company.

We hope that you find the foregoing terms acceptable.

You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter and the enclosed Proprietary Information and Inventions Agreement and returning them to me.

Please get your relieving and experience letter on the day of joining.

Regards,

Pankaj Ganeriwal
Director
Textual Analytics Solutions Pvt Ltd

Joining Note

By

Vivek Pendur,

I have read, understood and accept this employment offer. I have assumed my duties on

Signature of Candidate

Dated: 01-08-2012

D O J : 01-08-2012